

HELM

FINANCIAL CORPORATION

One Embarcadero Center • San Francisco, CA 94111

415/398-4510

FAX 415/398-4816

VIA AIR COURIER

September 2, 1993

Ms. Mildred Lee
Recordations Unit
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, DC 20423

18007-A
SEP 3 1993 -2 45 PM
INTERSTATE COMMERCE COMMISSION

RE: Lease of Railroad Equipment dated as of July 26, 1992 ("Lease") between Helm Financial Corporation and The Ohio Valley Transloading Company

Dear Ms. Lee:

On behalf of Helm Financial Corporation, I submit for filing and recording, under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder the following document:

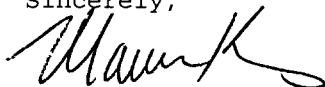
Two (2) fully executed originals of Amendment No. 1 dated July 13, 1993 to the Lease ("Amendment No. 1") between Helm Financial Corporation and The Ohio Valley Transloading Company.

In connection with the recording of Amendment No. 1, please note the following information:

| | |
|------------------------------------|---|
| <u>Name and Address of Lessor:</u> | Helm Financial Corporation One Embarcadero Center, Suite 3500 San Francisco, CA 94111 |
| <u>Name and Address of Lessee:</u> | The Ohio Valley Transloading Company 56854 Pleasant Ridge Road Alledonia, Ohio 43902 |
| <u>Equipment:</u> | Fifty (50) coal hopper railcars (See Annex A to the Lease for Car Numbers) |
| <u>Previous ICC Filing:</u> | Memorandum of Lease filed on November 23, 1992, Recordation No. 18007. |

Please file Amendment No. 1 under the next available recordation number. The filing fee of sixteen dollars (\$16.00) is enclosed.

Sincerely,



Maureen Krieg
Contracts Administrator

mek
Enclosures (2)

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AMENDMENT NO. 1

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 1 (the "Amendment") to the Lease of Railroad Equipment dated as of July 26, 1992 (the "Lease") between HELM FINANCIAL CORPORATION ("Lessor") and THE OHIO VALLEY TRANSLOADING COMPANY ("Lessee"), is made as of July 13, 1993 between Lessor and Lessee.

R E C I T A L S :

- A. Lessor and Lessee are parties to the Lease pursuant to which the fifty (50) coal hopper railcars described in Annex A to the Lease (the "Unit(s)") were leased by Lessor to Lessee.
- B. Lessor and Lessee desire to extend the term of the Lease for the Units and to change the rent for the Units.
- C. Lessor and Lessee desire that Lessee has the option to terminate the Lease during the Extended Term of the Lease (as provided below).
- D. The parties desire to amend the Lease as provided herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties agree to amend the Lease as follows:


- 1. All terms defined in the Lease shall have the meanings defined therein when used in this Amendment.
- 2. This Amendment shall become effective on the date of its full execution by both parties.
- 3. Effective _____, the Term of this Lease for the Units shall be extended through _____ ("Extended Term").
- 4. Retroactive to _____, Lessee shall pay to Lessor as Rent for each Unit _____ per Unit per month.
- 5. If Lessee's shippers are impacted by changes in the federal Clean Air Act to the extent that such changes affect Lessee's utilization of the Units due to the loss of business from Lessee's shippers, Lessee may terminate this Lease with respect to the Units on or at any time after the first (1st) day of the Extended Term by providing not less than sixty (60) days prior written notice to Lessor.
- 6. Except as expressly modified by this Amendment, all terms and provisions of the Lease shall remain in full force and effect.

7. This Amendment may be executed by the parties hereto in any number of counterparts, and all said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS THEREOF, Lessor and Lessee each pursuant to due authority have caused these presents to be signed in their respective corporate names.

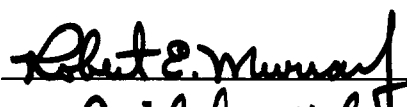
LESSOR

HELM FINANCIAL CORPORATION

By: 
Title: President
Date: July 23, 1993

LESSEE

THE OHIO VALLEY TRANSLOADING
COMPANY

By: 
Title: President & Chief Executive Officer
Date: July 15, 1993

STATE OF CALIFORNIA

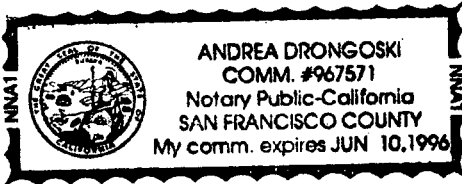
COUNTY OF SAN FRANCISCO

On July 23, 1993, before me, Andrea Drongoski
personally appeared Richard C. Kirchner, President of **HELM**
FINANCIAL CORPORATION,

X personally known to me -OR-

— proved to me on the basis of satisfactory evidence to be the
person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity (ies), and
that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

Witness my hand and official seal.



Andrea Drongoski
SIGNATURE OF THE NOTARY

STATE OF OHIO)

COUNTY OF CUYAHOGA)

On this 15th day of July, 1993, before me
personally appeared Robert E. Murely, to
me personally known, who, being by me duly sworn, says that he is
President & CEO of **THE OHIO VALLEY TRANSLOADING**
COMPANY, that said instrument was signed and sealed on behalf of
said corporation by authority of its President and Directors and
he acknowledged that the execution of the foregoing instrument
was the free act and deed of said corporation.

Mary Ellen McNabb
Notary Public

My Commission Expires:

MARY ELLEN McNABB, Notary Public
STATE OF OHIO, Cuyahoga County
~~My Commission Expires Sept. 16, 1997~~

[Notarial Seal]